INSTRUCTION FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNM

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory

Item B. Self-explanatory

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual Other - other category of data, such as AProvisioning,≅ AConfiguration Management≅, etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award)

Item F. Self-explanatory (to be filled in after contract award)

Item G. Signature of preparer of CDRL

Item H. Date CDRL was prepared

Item I. Signature of CDRL approval authority

Item J. Date CDRL was approved

Item 1. See DoD FAR Supplement Subpart 471 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry)

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-1 (AMSDL), or one-time DID number, that defines data content and format requirements

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number)

Item 6. Enter technical office responsible for ensuring adequacy of the data item

Item 7. Specify requirement for inspection/acceptance of the data item by the Government

Item 8. Specify requirement for approval of a draft before preparation of the final data item

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref DoDD 5230.24)

Item 10. Specify number of times data items are to be delivered

Item 11. Specify as-of date of data item, when applicable

Item 12. Specify when first submittal is required

Item 13. Specify when subsequent submittals are required, when applicable

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies it Item 16

Item 15. Enter total number of draft/final copies to be delivered

Item 16. Use for additional clarifying information for items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423

a. Group I. Definition - Data which is not otherwise essential to the contractoror performance of the primary contracted effort (production development, testing, and administration) but which is required by DD Form 1423

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort both the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirement, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production development for the Government of that items of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if not data were required. The estimated data prices shall not include any amount for rights in data. The Government s right to use the data shall be governed by the pertinent provisions of the contract

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215
Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in

	Send completed form	to the Gover	nnment Issuing Con	ntracting Office	er for the Cont	ract/PR N	lo. liste	din	
Block E. A.CONTRACT LINE ITEM NO.		B.EXHIB	B.EXHIBIT		C.CATEGORY:				
1560 00-915-6940									
D. SYSTEM/ITE	M	E.CONTR	E.CONTRACT/PR NO.		TOR				
1.DATA ITEM NO.	2.TITLE OF DATA	ITEM		3.SUBTITLE					17.PRICE GROUP
1	COMPLETE	PROCESS OF	PERATIO	NC					
4.AUTHORITY (Data	Acquisition Docum	nent No.) 5	.CONTRACT REFEREN	CE	6.REQUIRING O	FFICE			18.ESTIMATED
DI-MISC-80678		DEFENSE S		TOTAL PRICE					
				OF CURVITAGION	RICHMOND 14.DISTRIBUTION				
7.DD250 REQ 9	.DIST STATEMENT REQUIRED	10FREQUENCY	12DATE OF FIR	ST SUBMISSION					
LT		AS REQ.	SEE BLOCK			b	. COPIES		
8.ADP CODE A		11.AS OF DAT	TE 13.DATE OF SU SUBMISSION		a. ADDRESSEE	Draft	Fir	ial .	
A		AS REQ.	SEE BLOCK				Reg	Repro	
16.REMARKS					DCMC/ACO		1/0		
PARA. 10.1,10.	2,10.2.1,10.2.2,	10.2.4,10.5			DCMC/QAR		1/0		
	ON OF FIRST ARTI	CLE/PRODUCT:	ION LOT TEST		PCO		1/0		
SAMPLE (S) ** IF PROCESS	OPERATION SHEETS	CHANGE AFT	ER SUCCESSFUL						
COMPLETION OF	FAT/PLT								
							ļ		
					15.TOTAL		3/0		
1.DATA ITEM NO.	2.TITLE OF DATA	ITEM		3.SUBTITLE		1	ll_		17.PRICE GROUP
2	CERTIFICATI	ON DATA R	EPORT	COMPLETE	INSPECTIO	ETS			
	a Acquisition Docu	ment No.) 5	.CONTRACT REFEREN	ICE	6.RE2QUIRING		18.ESTIMATED		
DI-MISC-806	78/T2				DEFENSE S	Ł	TOTAL PRICE		
		R	•						
7.DD 250 REQ 9	.DEST STATEMET REQUIRIED	10.FREQUENCY		IRST SUBMISSION	N 14 DISTRIBUTION				
LT	KEQOIKIED	AS REQ.	SEE BLOCK	(# 16	IN DISTRIBUTION				
		REQ.							
8.ADP CODE		11AS OF DATE	E 13DATE OF SUB SUBMISSION	BSEQUENT	b. COPIES a.ADDRESSEE Final				
A		AS REQ.	SEE BLOCK	C #		Draft	Reg	Repro	
			16						
16.REMARKS					DCMC/ACO		1/0		
PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5					DCMC/QAR		1/0		
*UPON SUBMISSION OF FIRST ARTICLE/PRODUCTION LOT TEST					PCO		1/0		
SAMPLE (S) ** AT TIME OF	CONTRACT COMPLET	'TON							
	200000000000000000000000000000000000000	101.							-
							+ +		-
						-]
						1			
					15.TOTAL		3/0	<u>-</u>	
G.PREPARED BY H.DATE				I.APPROVE	D BY	J.DAT	Ē		1
NAVICP-P Nov. 2,2002 NAVICP-P Nov. 2,2002									
DD Form 142	3-2, AUG 96	PREVIOUS E	DITION MAY BE	USED	Page 1	of	3 P	ages	J

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215
Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in

A CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY: TOP TIM OTHER	above address. Block E.	Send completed for	m to the Gover	illient issuing co	meraceing office					1
D. SYSTEM/TYPEN 1960 00-915-6940 2.11TLE OF DEFINITION 3.000TEACT PR NO. 5.000TEACT PR NO. 5.000TEACT PR NO. 5.000TEACT MAPPAINABLE 4.000TEACH OF THE NO. 5.000TEACT MAPPAINABLE 4.000TEACH OF THE NO. 5.000TEACT MAPPAINABLE 5.000TEACT MAPPAINABLE 5.000TEACT MAPPAINABLE 5.000TEACT MAPPAINABLE 5.00TEACT MAPPAINABLE			B.EXHIB	0.000						
1.6872 1.6874 1			E COME	ACM / DD NO			OTHER		-	
1.047A 150 NO. 3.71THE OF DEVA TIFM 3.00ETTLE	D. SIBILITY IIIII			ACI/PR NO.	r.coninae	1011				
A.AUTHORITY (DOTA ACQUISITION DOCUMENT NO.) DI-CMAN-80640B 7.50750 RCQ					3.SUBTITLE					17.PRICE GROUP
ALTHORITY (DATA ACQUISITION DOCUMENT NO. AS REQ. SEE BLOCK #16	3	REQUEST FOR	WAIVER			_		-		
100000000 1000000000 1000000000 100000000	4.AUTHORITY (Dat	ta Acquisition Docu	ment No.) 5.	CONTRACT REFERE	NCE	6.REQUIRING OF	FFICE			
10 10 10 10 10 10 10 10	DI-CMAN-80640B									
AS REQ. SEE BLOCK #16 Death Final Reg Rept Regularion	7.DD250 REQ		10FREQUENCY	12DATE OF FI	IRST SUBMISSION	14.DISTRIBUTION				
11.83 OF BATE 13.0ATE OF SURSCOURNT 500MC/ACO 1/0	T. M.	-	AC DEO	SEE BLOC	к #16		b	. COPIES		
As req. Substistion Substistion See Block #16 See Block #16 Read See See See See See See See See See S						a ADDRESSEE			_	1
16.REMARKS	A		10 000			a. ADDINBOOBE	Draft			-
DCMC/QAR	İ		AS REQ.	SEE BLOC	K #16				_	
PCO	16.REMARKS					DCMC/ACO		1/0		
NAVICP-P	i					DCMC/QAR		1/0		1
1.DATA ITEM NO. 2.TITLE OF DATA ITEM 3.SUETITLE 15.TOTAL 4/0 17.FRICE GROUP 4.AUTHORITY (Data Acquisition Document No.) 5.CONTRACT REFERENCE 6.REZQUIRING OFFICE TOTAL PRICE T						PCO		1/0		1
A REQUEST FOR DEVIATION 4. AUTHORITY (Data Acquisition Document No.) 7. DD 250 REQ 8. ADP CODE A REQUEST STATEMET 8. ADP CODE A REQUIRIED 11As OF DATE 11As REQ. 11As OF DATE						NAVICP-P		1/0		-
A REQUEST FOR DEVIATION 4. AUTHORITY (Data Acquisition Document No.) 7. DD 250 REQ 8. ADP CODE A REQUEST STATEMET 8. ADP CODE A REQUIRIED 11As OF DATE 11As REQ. 11As OF DATE										-
A REQUEST FOR DEVIATION 4. AUTHORITY (Data Acquisition Document No.) 7. DD 250 REQ 8. ADP CODE A REQUEST STATEMET 8. ADP CODE A REQUEST STATEMET 11AS OF DATE 11AS REQ. 11A										1
## REQUEST FOR DEVIATION 4.AUTHORITY (Data Acquisition Document No.) S.CONTRACT REFERENCE DEFENSE SUPPLY CENTER RICHMOND 7.DD 250 REQ 9.DEST STATEMET 10.FREQUENCY AS REQ. SEE BLOCK #16 14 DISTRIBUTION 11AS OF DATE 13DATE OF SUBSQUENT SUBMISSION AS REQ. SEE BLOCK #16 DEMC/ACO 1/0 16.REMARKS DCMC/ACO 1/0 DCMC/QAR 1/0 PCO 1/0 DCMC/QAR 1/0 PCO 1/0 DCMC/QAR 1/0 15.TOTAL 4/0 G.PREPARED BY H.DATE July 30, 2002 NAVICP-P July 30, 2002 FINAL July 30, 2002 NAVICP-P July 30, 2002 DATE July 30, 2002						15.TOTAL		4/0		1
4.AUTHORITY (Data Acquisition Document No.) DI-CMAN-80641B 10.FREQUENCY 12.DATE OF FIRST SUBMISSION SEE BLOCK #16 Date 1.DATA ITEM NO.	2.TITLE OF DATA	ITEM		3.SUBTITLE	.l	<u> </u>			17.PRICE GROUP	
DI-CMAN-80641B DEFENSE SUPPLY CENTER RICHMOND TOTAL PRICE	1					,				
Total Property Total Pro			ument No.) 5	.CONTRACT REFERI	ENCE	6.RE2QUIRING	OFFICE			
10.FREQUENCY AS REQ. SEE BLOCK #16 14 DISTRIBUTION	DI CILITO	0415				DEFENSE S	UPPLY	CENTER	₹.	
AS REQ. SEE BLOCK #16							RICHMO	ND	,	_
11AS OF DATE 13DATE OF SUBSEQUENT SUBMISSION AS REQ. SEE BLOCK #16 DCMC/ACO 1/0							DISTRIBU	TION		
A AS REQ. SEE BLOCK #16 Draft Reg Repro 16.REMARKS DCMC/QAR 1/0 PCO 1/0 NAVICP-P 1/0 15.TOTAL 4/0 G.PREPARED BY NAVICP-P NAVICP-P July 30, 2002 I.APPROVED BY NAVICP-P NAVICP-P July 30, 2002			11AS OF DATE			1	b			
16.REMARKS DCMC/ACO	7		AC DEO			a.ADDRESSEE	Draft			-
G.PREPARED BY H.DATE July 30, 2002 I.APPROVED BY NAVICP-P July 30, 2002			AS REQ.	SEE BLOC	<u> </u>	DCMC/ACO	Didic		T	-
PCO								, i	1	4
G.PREPARED BY NAVICP-P H.DATE July 30, 2002 H.DATE July 30, 2002 J.DATE July 30, 2002									ļ	
G.PREPARED BY NAVICP-P H.DATE July 30, 2002 I.APPROVED BY NAVICP-P July 30, 2002 July 30, 2002										
G.PREPARED BY NAVICP-P H.DATE July 30, 2002 NAVICP-P July 30, 2002 July 30, 2002						NAVICP-P		1/0		
G.PREPARED BY NAVICP-P H.DATE July 30, 2002 NAVICP-P July 30, 2002 July 30, 2002										
G.PREPARED BY NAVICP-P H.DATE July 30, 2002 NAVICP-P July 30, 2002 July 30, 2002						15 TOTAT		4/0		_
NAVICP-P July 30, 2002 NAVICP-P July 30, 2002	0 0000000				T =					4
							2002			
		23-2 AIIC 96	DDENTOILS E	DITITON MAY D	פבוופבר	Page 2	of :	3 P	ages	

	Form Approved OMB No. 0704-0188								
time for reviewir completing and re aspect of this co Washington Headqu Suite 1204, Arlin	ng instructions, eviewing the coll bllection of info marters Services, ngton, VA 22202-4	searching existing ection of informat rmation, including Directorate for I 302, and to the Of ase DO NOT RETURN	rmation is estimate data sources, gath ion. Send comments suggestions for reinformation Operation of Management your form to either ract/PR No. Listed	ering and mainta eregarding this educing this burd ons and Reports, and Budget, Pape of these addres	burden estimate len, to Departme 1215 Jefferson erwork Reduction	or any ent of I Davis I	, and y oth Defen Highw ct (0	er se, ay, 1704-	
		B. EXH/ATCH N							_
			TDP	TM	OTHER				_
	м 1560 00-915		. CONTRACT/PR	F. C	ONTRACTOR				17.PRICE
1. DATA ITEM NO.	2. TITLE OF		/	3. SUBITIE					GROUP
5 4. AUTHORITY (Da	ta Acquisition Do	ecument No.)	5. CONTRACT R		6. REQUIRING OFFICE DEFENSE SUPPLY CENTER RICHMOND			18.ESTIMATE D TOTAL PRICE	
7. DD 250 REQ	9. DIST STATEMI REQUIRED	ENT 10. FREQUEN	CY 12. DATE OF F SUBMISSION	IRST	14. DISTRIBUTION				_
LT	KEGOTKED	REQ	SEE BLOCK	16**		b. COE	PIES		
8. ADP CODE	_	11. AS OF D	ATE 13. DATE OF S SUBMISSION SI					Final	_
A		AS REQ	16**		.ADDRESSEE	Draft	Reg	Repro	
16. REMARKS			***						
**BLOCK # 1: SUB-TITLES. Article/Prodis waived. CERTIFICATION SPECIFICATION CERTIFICATION	CTION LOT SAM 3- REPORTS S These certifi uction Lot te N REPORTS FOR NS SHALL INCL N THAT ALL VE	PLE (s). HALL BE PROVID cations are re sting or contr PRIME (OEM) F UDE, NDORS PREFORMI	ARTICLE SAMPLE ED FOR THE BELO quired at time act completion PROCESSES AND MA ING THESE PROCES EVED FOR THEIR S	OW LISTED of First if testing ATERIAL SSES ARE	DCMC/ACO		1/0		
PRIME (CEM)	(70200) BIROIS	ky Acri. Arim	VID TON THEFT.	t t	DCMC/QAR *		1/0	+	_
Certificatio Material: AL	ONTRACT REFER ns are requir AL 356-T6 pe sp per ASTM E	ed for the bel r AMS 4260F	55651-06021-101 ow listed sub-						
					PCO **		1/0)	
						-	+		_
						-	+		\dashv
							\perp		
						+	-	1	_
G. PREPARED BY	Y	H. DATE	I. APPROVEI	D BY		J. Di	ATE		\dashv

QUALITY ASSURANCE PROVISIONS

NSN: 1560 00-915-6940

P/N: (78286) 65651-06021-101

NOMEN: Adapter Hydraulic System Ramp

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number (78286) 65651-06021-101 Rev. "B", or latest revision and all details and specifications referenced therein.

I. Quality/Inspection Requirements

- A. MIL-I-45208 or ISO 9000 equivalent applies:
- B. First Article Testing applies:
- C. Mandatory Inspection applies:

II. Supplemental Requirements

- A. Additionally, para. 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858 or ISO 9000 equivalent apply.
- B. The contractor shall include on the detailed process/operation sheets developed, a tracking method that is traceable to the contract, all in-house manufacturing processes, and the identity of all manufacturing sources performing process/operations outside their facilities. These sheets shall not be revised or altered after the successful completion of First Article and/or Production Lot Testing without approval from the Engineering Support Activity (ESA), via the PCO.
- C. The Inspection Method Sheets, which list the characteristics of each item, produced under the contract shall have serial number traceability to the raw material, casting, or forging. The tracking method used on the inspection / method sheets shall be traceable to the contract. In addition, the contractor is responsible for providing completed inspection method sheets showing the actual dimensions taken of all critical characteristics.
- D. Markings should be in accordance with MIL-STD-130 Rev. "K" paragraph 5.3.3(a), (b),(c), and (g). Method and location shall be in accordance with the drawing.

III. Mandatory Inspection Requirements

During production, mandatory inspection is required to be accomplished by the contractor, as follows:

A. Level of Inspection (LOI):

1) Critical Characteristics: 100% inspection shall apply.

- 2) Major and Minor Characteristics LOI shall be in accordance with a sampling plan acceptable to the QAR.
 - B. Critical Characteristics:

DRAWING: (78286) 65651-06021-101 Rev. "B"

Critical Characteristics:

(Shall be defined as below, unless defined by the Prime Contractor (16552)

Diametrical and liner dimensions having a total tolerance of 0.001 or less.

Surface finishes having a 16 value or less.

Any geometric feature control requirement with a total tolerance range of 0.002 or less.

Angular tolerances with a total range less than (1) one degree.

Threads specified to class (3) three or greater.

- C. Major and Minor Characteristics:
- 1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.
- IV. Unless expressly provided for elsewhere in this Clause, equipment such as fixtures, jigs, dies, patterns, templates, Mylar's, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject items will not be provided by the Government or any other source and is the sole responsibility of the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing

FIRST ARTICLE TESTS REQUIRED (Contractor Testing)

First Article Inspection/Test Criteria

The tests to be performed under the First Article approval clause of the contract are:

- A. Dimensional Check: to ensure proper form
- B. Compliance with drawing, (78286) 65651-06021-101 Rev. "B", and specifications referenced therein.
 - C. Review documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Articles to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the articles comply with contract requirements.

The contractor shall be responsible for providing necessary parts and repair of the First Article (s) during testing.

II. Testing Facility:

A. Testing shall be performed in-house by the DCMO/QAR and NAVICP- P code 073, at the contractor's facility.

III. <u>Notification of Testing:</u> The contractor shall notify the PCO, ACO, and QAR prior to conducting First Article Tests so the Government may witness such testing.

A. The QAR $\underline{\text{shall}}$ be present to witness all First Article Tests.

IV. Test Report: The test report shall be in accordance with MIL-STD-831 and shall be submitted (2 copies) via the Cognizant CAO/QAR to the PCO. CAO/QAR shall provide comments on form DD 1222 (2 copies) which shall be forwarded with the test report. Approval of the test report is the PCO's responsibility. Upon notification of approval/conditional approval, the ACO shall execute the DD 250 to indicate Government acceptance of the test report.

V. Disposition of First Article Sample (s):

A. Samples may be considered as production items under the contract provided the samples can be refurbished to ready for issue (RFI) condition and provided the samples have inspection approval of the cognizant QAR. Samples may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

FIRST ARTICLE APPROVAL (CONTRACTOR TESTING)

- A. The contractor shall test 2 unit (s) of lot/item 0001 as specified in this contract. At least 15 calendar days before the beginning of First Article Testing, the contractor shall notify the contracting officer, in writing, of the time and location of the testing so the Government may witness the tests.
- B. If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modification, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act of this First Article within the time limit specified. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.
- C. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.
- D If the Government does not act within the time specified, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- E. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for 1)-progress payments, or 2) termination settlements if the contract is terminated for the convenience of the Government.
- F. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.
- G The contractor shall provide specific written notification to the procuring contractor officer informing him/her of the shipment of any articles furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to the testing activity. Failure to provide such notification shall excuse the government from any delay in performing First Article Testing and informing the contractor of the results thereof.

4

(CONTRACTOR TESTING)

PRODUCTION LOT TESTING

A. The Production Lot Samples shall be selected at random by the cognizant government OAR.

The samples shall be identified by contract number, lot number and be clearly marked as follows:

PRODUCTION LOT TEST SAMPLES NOT RFI MATERIAL DO NOT TAKE UP IN STOCK

- B. Such samples shall be tested in sufficient time prior to the delivery date of the production articles to allow a 45 day period for testing and written notification by the contracting officer of the approval or disapproval of the samples. Within 15 days of the receipt of the samples, the CAO shall notify the contracting officer, **Defense Supply Center Richmond code:** of the results of the testing, together with a recommendation for approval or disapproval.
- C. In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within 120 days from their submission for such testing, the contract delivery schedule shall be equitably adjusted as necessary.
- D. If the contractor fails to deliver any Production Lot Samples for testing within the time specified, or if the contracting officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.
- E. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all of the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the Government may, at its option and at no additional cost to the Government, (I) terminate all of any portion of this contract for default, (II) require the manufacture of a new production lot, or a rework of the rejected Production Lot if the means and procedures proposed by the contractor for rework are acceptable to the Government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked production lots in the same way as they did to the original Production Lot.
- F. For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of the failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the Government the costs of reinspection, shipping, examination and retesting by the Government, and the contractor and his sureties (if any) shall be liable for the amount of such costs.

G. Nothing contained in the foregoing provisions of this clause, and no action of the Government in accordance herewith, shall in any way prejudice the right of the Government under the clause of this contract entitled default.